IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.851 OF 2006

IN

SUIT NO.654 OF 1985

National Textile Corporation Ltd. .. Plaintiffs.

Versus

M/s.Patel Ghanshyamdas & Co. .. Defendants.

Ms.Vasanti.G.Khunder with Mr.V.M.Parkar for plaintiffs.

Ms.Purnima Bhatia i/b.M/s.PAYNE & Co. for defendants.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 2nd November, 2007.

P.C.:

1. Heard parties.

2. Chamber summons is made absolute in terms of prayer clauses (a) to (c). Amendment to be carried out on or before 19th November, 2007.

3. The plaintiffs and the defendants tender the

Consent Terms. The Consent Terms are signed by the plaintiffs inasmuch as its General Manager is duly authorised in that behalf. The partner of the defendants has signed the Consent Terms. The partner of the defendants has understood the terms. He confirms the signature below the same. He confirms handing over of the cheque in the sum mentioned in the terms. If the cheque is honoured, the parties agree that the decree would be marked fully satisfied. Thereafter, no claim of the plaintiffs would remain outstanding against the defendants. Upon the cheque being dishonoured, in addition to proceedings under Section 138 of the Negotiable Instruments Act, there will be a decree in the entire sum and thereafter, the plaintiffs would be entitled to execute and enforce the same in accordance with law.

4. The Consent Terms are taken on record and marked "X" for identification. Suit is disposed of in terms of the Consent Terms. Refund of Court fees, if any, as per rules.

5. Chamber summons and the suit both are disposed of in the above terms.

(S.C.Dharmadhikari, J.)